

Contract no. 1276

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AGREEMENT

BETWEEN

CITY OF JERSEY CITY

and

**INTERNATIONAL UNION OF OPERATING ENGINEERS,
UNION LOCAL 68-68A, AFL-CIO**

JANUARY 1, 1991

THOUGH

JUNE 30, 1993

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PREAMBLE

This agreement, made this ^{21st}

May, 1976

day of May, 1976 by and between the CITY OF JERSEY CITY, hereinafter referred to as the "Employer" and INTERNATIONAL UNION OF OPERATING ENGINEERS, UNION LOCAL 68-68a, AFL-CIO, hereinafter referred to as the "Union", has been created for the purpose of harmony and mutual understanding between the Employer and the employees representing by the Union in order that the operations of the City of Jersey city shall proceed in an efficient and uninterrupted manner at all times.

INTRODUCTORY STATEMENT

It is the intention of both the Employer, and the Union that this AGREEMENT effectuate the policies of Chapter 303 of the Laws of 1968, N.J.S.A. 34:13A-1 et. seq. (hereinafter Chapter 303), and be construed in harmony with the rules and regulation of the New Jersey Civil Service commission.

WITNESSETH

WHEREAS, the Union has presented proof that it represents a majority of public employees in an appropriate negotiating unit as provided by N.J.S.A. 34:13A-5.3;

WHEREAS, the Employer and Union have conducted negotiations in good faith with respect to grievances and terms and conditions of employment;

ARTICLE I

RECOGNITION

The Employer recognizes the Union as the exclusive representative for collective negotiation concerning the terms and conditions of employment for all employees within the classifications as follow:

Chief Stationary Engineer

Assistant Chief Stationary Engineer

Stationary Engineer/Fireman

Maintenance Engineer

Refrigeration Engineer (Ice Rink) Seasonal

Filter Operator (Swimming Pool) Seasonal

Boiler Operator

ARTICLE II

CHECK-OFF

- A. The Employer agrees to deduct the monthly Union membership dues from the pay of those employees who individually request in writing that such deductions be made. The amounts to be deducted shall be certified to the City by the Treasurer of the Union, and the aggregate deductions of all employees shall be remitted to the Treasurer once a month, after such deductions are made.
- B. A written designation to terminate authorization for check-off must be received in writing by the Employer and Union July 1st, and filing of notice of withdrawal shall be effective to halt deductions as of January 1st or July 1st next succeeding the date on which of notice of withdrawal is filed.
- C. Agency Shop. Effective July 1, 1980, and in accordance with the agency shop statute, the City hereby agrees to deduct from the salaries of its employees, subject to this Agreement, dues for the Union.

1. Representation Fee.

- a. Purpose of Fee. If an eligible member of this bargaining unit does not become a member of the Union upon being employed by the City, said employee will be required to pay a representation fee to the Union for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Union as majority representative.

2. Amount of Fee.

- a. Notification. Prior to the beginning of each membership year, the Union will notify the City in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Union to its own members for the year. The representation fee to be paid by non-members will be equal to 85% of that amount.
- b. Legal Maximum. In order to adequately offset the capita cost of services rendered by the Union as majority representative, the representation fee should be equal in amount to the regular membership dues, initiation fees and assessments charged by the Union to its own members, and the representation fee has been set at 85% of that amount solely because that is the maximum presently allowed by law.

If the law is changed in this regard, the amount of the representation fee automatically will be increased to the maximum allowed, said increase to become effective as of the beginning of the Union membership year immediately following the effective date of the change.

3. Deduction and Transmission of Fee.

- a. Notification. The City will notify the Union upon hiring each employee, and the City will deduct from the salaries of such employees, in accordance with paragraph b below, the full amount of the representative fee and promptly will transmit the amount so deducted to the Union.
- b. Payroll Deducting Schedule. The City will deduct the representation fee in equal installments, as nearly as possible, from the paychecks to each employee who chooses not to become a member for the a Union during the remainder of the year in question. The deductions will begin with the first paycheck paid.
- c. Termination of Employment. If an employee who is required to pay a representation fee terminate his or her employment with the City before the Union has received the full amount of the representation fee to which it is entitled under the Article, the City will deduct the unpaid portion of the fee form the last paycheck paid to said employee during the membership year in question.
- d. Mechanics. Except as otherwise provided in this Article, the mechanics for the deduction of represeotation fees and the transmission of such fees to the Union will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Union.
- e. Changes. The Union notify the City in writing of any change in the amount of the representation fee, and such changes will be reflected in any deductions made more than 10 days after the City received said notice.
- f. New Employees. On or about the last day of each month, beginning with the month this Agreement becomes effective, the City will submit to a the Union a list of all employees who began their employment in a bargaining unit position during the preceding 30 day period. The list will include names, job titles and dates of

employment for all such employees. This list shall be in addition to the requirements of paragraph 3A above.

4. **Indemnification**. The Union, in exchange for implementation of said Agency shop, hereby agrees to hold the City harmless against any and all claims or suits or any other liability occurring as the result of the implementation of the Agency Shop provision.

ARTICLE III

HOLIDAYS

- A. The following fourteen (14) days shall be recognized as paid holidays:
 1. New Year's Day
 2. Martin Luther King Day
 3. Lincoln's Birthday
 4. Washington's Birthday
 5. Good Friday
 6. Memorial Day
 7. Independence Day
 8. Labor Day
 9. Columbus Day
 10. General Election Day (November)
 11. Veteran's Day
 12. Thanksgiving Day
 13. Day after Thanksgiving
 14. Christmas Day
- B. Whenever any of the holidays listed above falls on Saturday, the preceding Friday shall be observed as the holiday.
- C. Whenever any of the holiday listed above fall on Sunday, the succeeding Monday shall be observed as the holiday.
- D. If the Mayor and Council of the City of Jersey City declare a special holiday for any other municipal employees, employees in this bargaining unit shall be entitled to such day off as well.

ARTICLE IV
FUNERAL LEAVE

- A. In the event of a death in the eligible employee's immediate family, he shall be entitled to time off pay from the day of death, up to and including the day after the funeral, but in no event to exceed five (5) working days. If the day after the funeral occurs more than five (5) working days from the day of death, the employee shall be entitled to only five (5) working days of bereavement leave. If the day after the funeral occurs less than five (5) working days from the day of death, the employee is entitled to bereavement leave only up to and including the day after the funeral, even though the total bereavement leave is less than five (5) working days.
- B. Immediate family, for purposes of this Article, shall be defined as follows: husband, wife, mother, father, son, daughter, sister, brother, grandparent, grandchild, sister-in-law, brother-in-law, mother-in-law, father-in-law, son-in-law, daughter-in-law.
- C. An eligible employee shall also be entitled to one (1) day off for attendance at the funeral of aunt, uncle, niece or nephew of himself or his spouse, or any relative residing in the employee's household, other than those relatives listed in paragraph B, above.
- D. Payment shall only be made for such of the five (5) days as falls upon a regularly scheduled working day.
- E. Reasonable verification of the event shall be required.

ARTICLE V

MILITARY LEAVE

Employees employed by the City of Jersey City shall be granted all applicable rights with regard to military leave under the State statutes and Federal laws governing same.

ARTICLE VI
SICK LEAVE

- A. All employees shall be entitled to sick leave with pay based on their accumulated years of service.
 - 1. Sick leave may be utilized by employees when they are unable to perform their work by reason of personal illness, accident or exposure to contagious disease.
- B. Amount of Sick Leave
 - 1. All permanent employees shall be entitled to one (1) work day for each month of the first calendar year of employment, and fifteen (15) work days in each calendar year thereafter.
 - 2. Any amount of sick leave not used in any calendar year shall accumulate the employee's credit from year to year to be used if and when needed for such purposes as set forth above.
 - 3. The City, at the end of each calendar year, shall notify the employee of the number of such days the employee has remaining after deducting sick days used and determining the accumulation of same.
 - 4. All temporary employees shall be entitled to one (1) work day for each month of the first calendar year of employment, not to exceed ten (10) work days, and then ten (10) work days for each calendar year thereafter.
 - 5. Paragraphs 2 and 3 of this Section B shall apply to permanent and temporary employees.
- C. Reporting of Absence on Sick Leave
 - 1. If an employee is absent for reasons that entitle him to sick leave, his Supervisor or Foreman shall be notified within a reasonable time prior to starting time.
 - 2. Failure to notify the employee's Supervisor or Foreman may be cause of denial of the use of sick leave for that absence and constitute cause for disciplinary action.

3. Absence without notice for five (5) consecutive days shall constitute a resignation.

D. Verification of Sick Leave

1. An employee who has been absent on sick leave for five (5) or more consecutive work days shall be required to submit medical evidence substantiating the illness.
2. The appointing authority may require proof of illness of an employee on sick leave. Abuse of sick leave may be cause for disciplinary action under the guidelines herein set forth.
3. Absence due to exposure to contagious disease shall be accepted only if the Department of Health has declared the employee exposed, and proof of same shall be obtained by the City from the Department of Health.
4. The City may require an employee who has been absent because of personal illness, as a condition of the employee's return to duty, to be examined by a physician designated by the City at the expense of the City. Such examination establish whether the employee is capable of performing his or her normal duties, and that employee's return to duty will not jeopardize the health of other employees.

ARTICLE VII. PART A
PERSONAL DAYS - INCUMBENT EMPLOYEES

- A. Each employee in the bargaining unit shall be entitled to three (3) personal business days per annum, which shall be utilized in accordance with current practice, which requires that the days shall not accumulate from year to year.
- B. No employee shall be entitled to accumulate or utilize these days until they have completed six (6) months of service with the City.

ARTICLE VII. PART B
PERSONAL DAYS - NEW HIRES

Notwithstanding anything contained in this Agreement to the contrary, the following Personal Days Article shall apply to all those hired by the City into this bargaining unit after January 1, 1993, provided that any employee demoted or transferred from other City bargaining units after January 1, 1993 who at the time of such demotion or transfer was in the employ of the City in another bargaining unit shall suffer no loss in the level of the benefits enjoyed by him or her and paid by the City prior to becoming a member of this bargaining unit.

Personal days for new hires employed after January 1, 1993 shall be as follows:

- A. Each employees in the bargaining unit shall be entitled to two (2) personal business days per annum, which shall be utilized in accordance with current practice, which requires that the days shall not accumulate from year to year.
- B. No employees shall be entitled to accumulate or utilize these days until they have completed one (1) year of service with the City.

ARTICLE VIII PART A

VACATIONS - INCUMBENTS

- A. All permanent employees shall be entitled to the following vacations:

<u>Amount of Service</u>	<u>Vacation Days</u>
Up to the end of the 1st calendar year of employment	1 working day for each month
1st full calendar year of service	12 working days
2 to 5 years of service	17 working days
6 to 10 years of service	20 working days
11 to 15 years of service	25 working days
16 years and over	30 working days

- B. All temporary employees shall be entitled to the following vacation:

Up to end of 1st year of service	1 working day for each month (not to exceed 10 working days)
Every year thereafter	10 working days

- C. Vacation time not granted employees shall accumulate for the next succeeding year only.

- D. Upon request at the end of each calendar year, the City shall notify the employee of the number of vacation days the employee has due.

- E. All vacation time not granted an employee shall be paid to the estate in the event of his death, to include vacation time for the year of his death.

- F. Part - time refrigeration engineers and filter operator shall receive one (1) vacation day per month of employment with the City.

- G. Winter vacation shall be granted to men requesting same so long as scheduling permits.

ARTICLE VIII PART B

VACATIONS - NEW HIRES

Notwithstanding anything contained in the Agreement to the contrary, the following Vacations Article shall apply to all those hired by the City into this bargaining units after January 1, 1993, provided that any employee demoted or transferred for other City bargaining units after January 1, 1993 who at the time of such demotion or transfer was in the employ of the City in another bargaining unit shall suffer no loss in the level of the benefits enjoyed by him and paid by the City prior to becoming a member of this bargaining unit.

Vacations for new hires employed after January 1, 1993 shall be as provided in Article VIII Part A, except Paragraph A is amended to read as follows:

- A. The following vacation schedule shall apply for those hired into this unit after January 1, 1993.

Amount of Service

Up to end of 1st calendar year	1 day/month
Next full calendar year	12 days
2 to 5 yrs. of service	15 days
6 to 10 yrs. of service	18 days
11 to 15 yrs. of service	22 days
16 and greater yrs. of service	25 days

In all other respects the terms and conditions of Vacations for incumbent employees shall apply to employees hires into this unit after January 1, 1993.

ARTICLE IX

DISCIPLINE

- A. Disciplinary action may be imposed upon any employee only for just cause. Any disciplinary action or measure imposed upon an employee may be processed as a grievance procedure.
- B. Whenever practicable, if the Employer has reason to reprimand an employee, it shall be done in a manner that will not unduly embarrass the employee before other employees or the public.

ARTICLE X

SENIORITY

- A. Seniority is defined as an employee's total length of service with the Employer beginning with his date of hire.
- B. If two (2) employees are hired on the same date, seniority shall thereafter be determined on the basis of the civil service certification.
- C. Seniority lists shall be established in the appropriate work unit.
 - 1. In cases of lay-offs, demotions, determination of vacation schedules and overtime, seniority lists shall be utilized as one factor, alone with ability to perform and job titles.

ARTICLE XI
MANAGEMENT RIGHTS

- A.** The City hereby retains reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States.
- B.** The exercise of the foregoing powers, rights, authority, duties and responsibilities of the City, the adoption of policies, rules, regulations and practices in furtherance thereof, shall be limited by the terms of this Agreement, and then to the extent such terms are in conformity with the Constitution and Laws of New Jersey and of the United States, and the rules and regulations of the Civil Services Department of New Jersey.
- C.** The City shall have the exclusive right to install and introduce any new or improved production methods, working conditions or facilities to maintain efficient operations. The City retains its inherent right to direct and control its working force personnel, to determine the number of employees required and to designate the types of position it deems necessary to function properly. Prior to the implementation thereof, the City shall discuss the proposed changes with the Union.
- D.** Except in the most aggravated situations, the City agrees not to suspend employees on the spot, and, under usual circumstances, agrees to give the Union one (1) day's notice prior to the suspension of an employee.

ARTICLE XII

POLICY ON DISCRIMINATION

- A. The Employer and the Union both agree that they shall not discriminate against any employee because of race, color, creed, religion, nationality or sex.
- B. Neither the City nor the Union shall discriminate against any employee due to that employee's membership, non-membership, participation, lack of participation, or activities on behalf of, or his refraining from activity on behalf of the Union.

ARTICLE XIII

GRIEVANCE AND ARBITRATION PROCEDURE

- A.** Any grievance or dispute which may arise between the parties concerning the application, meaning or interpretation of this Agreement shall be settled in the following manner:
1. It shall be discussed with the employee involved and the Union representatives with the immediate supervisor or other representative designated by the City. The answer shall be made by such immediate supervisor to the Union.
 2. If the grievance is not settled through Step 1, the same shall be reduced to writing by the Union and submitted to the division head, or any person designated by him, and the answer to such grievance shall be made in writing, with a copy to the Union.
 3. If the grievance is not settled by Steps 1 and 2, then the Union shall have the right to submit such grievance to the Director of the department. A written answer to said grievance shall be served upon the individual and the grievance committee.
 4. If the grievance is not settled through Steps 1, 2 and 3, then the aggrieved shall have the right to pursue all legal remedies afforded by provision of the Civil Service Act.
 5. If the grievance is not settled by Step 1, 2 and 3, the aggrieved does not elect to pursue his grievance under the provision of the Civil Service Act, the Union shall have the right to submit such grievance to an arbitrator appointed by PERC. The arbitrator shall have full power to hear the dispute and make a final determination, which shall be binding on both parties. The Cost of arbitration shall be borne by the City and the Union equally.
 6. The Business Manager of the Union, or his authorized representative, may report an impending grievance to the Department Director in an effort to forestall its occurrence.
- B.** Since adequate grievance procedures are provided in this AGREEMENT, the Union agrees that it will not engage in,

encourage, sanction or suggest strikes slowdowns mass resignation, or mass absenteeism, or other similar action which would involve suspension of work that may disturb or interfere with the orderly operation of the City Departments.

- C. "This Article shall apply to any difference of opinion, controversy or dispute between the parties herein relating to any matter of wages, hours or working condition, or any dispute between the parties involving the interpretation of application of the provision of the Collective Bargaining Agreement."

ARTICLE XIV

SAFETY AND HEALTH

- A. Whenever practicable, the Employer shall at all times maintain safe and healthful working conditions, and will provide employees with any wearing apparel, tool or device needed in order to insure their safety and health.
- B. The City shall specifically purchase protective clothing for cleaning the boilers.

ARTICLE XV

UNION REPRESENTATIVES

The Employer shall recognize and deal with once (1) Union representative designated by the Union through its internal processes.

ARTICLE XVI

BULLETIN BOARDS

Bulletin board space shall be allowed as available by the Employer at the various work location for the exclusive use of the Union to post Union announcement and other information of a non-controversial nature. The Employer shall have the right to determine the location and space to be allotted for Union purposes. If it is necessary to add additional bulletin boards at any location, such expense shall be borne exclusively by the Union.

ARTICLE XVII PART A.

INSURANCE, HEALTH AND WELFARE - INCUMBENTS

- A. The City shall continue to maintain and provide all insurance coverage that is in force and effect at the present time, and increase the benefits of same as hereinafter set forth. For all benefits in this Article, the eligibility date for all new employees shall be the same aspen Blue Cross/Blue Shield which are in accordance with the State Health Benefits Plan.
- B. The City shall provide life insurance in the amount of ten Thousand (\$10,000.000) dollars and accidental death and dismemberment insurance in the amount of ten thousand (\$10,000.00) dollars for each employee up to the age of sixty-five (65). Thereafter the amount shall be reduced to five thousand to five thousand (\$5,000.000) dollars.
- C. Hospitalization. Employees shall receive full paid Blue Cross/Blue Shield, with Rider J and Major Medical, to cover themselves and their dependents. In addition, said coverage, except for Rider J, shall be provided to all employee retiring after July 1, 1972, in accordance with State Statute covering same.
- D. The City shall supply to employees all necessary legal advice and counsel in the defence of charges filed against them in the performance of their duty, or settlement of claims for personal injury, death or property damage arising out of or in the course of their employment, and the City shall pay and satisfy all judgements against said employees from such claims.
- E. The City will provide a family prescription plan. The maximum any employee will have to pay is five (\$5.00) dollars on prescription.
- F. The City will provide an optical plan to employees and their families to a maximum reimbursement of seventy-five (\$75.00) dollars.
- G. The City will maintain the current dental program for the life of this Agreement.
- H. The City shall have the right to change insurance carriers so long as substantially similar benefits are provided.

ARTICLE XVII, PART B

INSURANCE, HEALTH AND WELFARE - NEW HIRES

Notwithstanding anything contained in this Agreement to the contrary, the following Insurance, Health and Welfare Article shall apply to all those hired by the City into this bargaining unit after January 1, 1993, provided that any employee demoted or transferred from other City bargaining units after January 1, 1993 who at the time of such demotion or transfer was in the employ of the City in another bargaining unit shall suffer no loss in the level of benefits enjoyed by him or her and paid by the City prior to becoming a member of this bargaining unit.

Insurance, Health and Welfare for new hires employed after January 1, 1993 shall be as provided at Article XVII, Part A except Paragraph A,E,F, and G are amended as follows:

- A. The City shall provide the insurance coverage set forth below.
- E. The City will provide a prescription plan for new hires hired after January 1, 1993 in accordance with the terms of Article XVII, Part A. No coverage will be provided at the City's expense on behalf of dependents of the employee. The maximum any employee will have to pay is five (\$5.00) dollars per prescription.
- F. The City will provide an optical plan to employees hired after January 1, 1993, the maximum reimbursement is seventy five (\$75) dollars. No coverage will be provided at the City's expense on behalf of dependents of the employee.
- G. The City will provide the current dental program for new hires after January 1, 1993. No coverage will be provided at the City's expense on behalf of dependents of the employee.

In all other respects the terms and conditions of Insurance, Health and Welfare for incumbent employees shall apply to employees hired into this unit after January 1, 1993.

ARTICLE XVIII

SALARIES

- A. Salaries for employees in this beginning unit shall be in accordance with accordance with the following schedule:

TITLE

CHIEF STATIONARY ENGINEER

June 15, 1991	- \$ 865.00
January 1, 1992	- \$1,150.00
January 1, 1993	- \$ 865.00

STATIONARY FIREMAN/ENGINEER

June 15, 1991	- \$ 865.00
January 1, 1992	- \$1,150.00
January 1, 1993	- \$ 865.00

ARTICLE XIX

OPERATING ENGINEERS TRAINING FUND

The City hereby agrees to contribute to the Local 68-68A Training Program three \$3.00 dollars per week per full-time employee member (seasonal not considers full-time), such funds to be utilized by the Union to conduct training programs to qualify their membership for higher rated jobs within the City of Jersey City.

ARTICLE XIX

HOURS OF WORK

- A. The regular working hours each day shall be consecutive, except for interruptions for luncheon periods.
- B. For full-time employees, the regular work week shall consist of not more than forty (40) hours in any scheduled five (5) day period.
- C. The employee is entitled to one (1) hour lunch period per day worked.
- D. Employees who are unable to leave their work station for lunch shall accrue no additional compensation. The wage rates set forth in Article XVIII include such compensation as part of base pay.
- E. Pursuant to Chapter 13-Section 13-30 of The Municipal Code of Jersey City, the Winter Schedule for member of this unit will begin on the 1st Monday in October, and end on or about April 30.

ARTICLE XXI

GENERAL PROVISIONS

- A. Should any portion of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific portion of the Agreement affected by such decision.
- B. The representative of the Employer and of the Union may, by mutual consent, adopt written memoranda covering in more specific terms the interpretation or application of this Agreement in order to make it more suited to a specific bargaining unit or for other special circumstances. Such memoranda shall not conflict with this Agreement, the latter being the controlling factor should any dispute arise.
- C. The benefits provided for in this Agreement shall accrue only to regular non-seasonal employees in the employ of the City on the date that this document is signed. Such benefits will also accrue to those employees hired after the date of signing of this document.
- D. Part-time employees (those employees working twenty (20) hours or over) shall receive hospitalization, life insurance, and a pro rata share of monetary increases mandated by this Agreement.
- E. All part-time employee working less than twenty (20) hours shall receive a pro rata share of time off including vacation, sick leave any holiday time, but shall receive no other benefits except as specifically set forth in this Agreement.
- F. Tool Allowance

Effective January 1, 1992 and every January thereafter, the City will provide a Seventy-five (\$75.00) Dollar allowance for the purchase of tools.

ARTICLE XXII

CHANGES, SUPPLEMENT OR ALTERATIONS

Any provision of this Agreement may be changed or supplemented, provided both parties mutually agree in writing.

ARTICLE XXIII

LONGEVITY

- A. All employees shall receive longevity payments in addition to their base salary provided below.
- B. Longevity payments shall be made in accordance with the following schedule:

After 5 years of service	\$	200.00
After 10 years of service	\$	400.00
After 15 years of service	\$	600.00
After 20 years of service	\$	800.00
After 25 years of service	\$	1,000.00
After 30 years of service	\$	1,200.00

ARTICLE XXIV

OVERTIME

1. Employees who are authorized to work overtime, within their regularly scheduled work week shall receive straight time for all hours worked up to and including forty (40) hours worked. Any hours so worked beyond forty (40) shall be compensated at time and one-half. For purposes of determining "hours worked". Any hour so worked beyond forty (40) shall be compensated at time and one-half. For purposes of determining "hour worked", vacation leave with pay, personal days with pay and paid holiday will count. All other time, whether with or without pay, shall not count as hours worked.
2. Hourly rates will be determined by dividing the annual salary by 2088 hours for 40 hours employees, and 1827 hours for 35 hour employees.
3. Any employee who is required to work on the sixth or seventh consecutive day of his/her work week shall receive time and one-half for the sixth day and double time for the seventh day. These rates shall prevail even if the forty (40) threshold is not reached during the first five (5) days of the employee's work week.
4. Any employee who is required to work on a holiday shall receive triple time.
5. Employees who are recalled on emergency work shall receive a minimum guarantee of four (4) hours at the appropriate overtime rate provided, however, that the City shall have the right to retain the employee for the four (4) hours.

An employee who receives an emergency call at the end of his/her tour of duty shall not delay in responding to the call in order to qualify for recall pay. Employee who so delay shall be subject to disciplinary action.

ARTICLE XXIV

OVERTIME

6. Overtime shall be awarded based upon a rotating seniority list within each unit and qualifications to do the particular job.
7. There shall be no compensatory time given in lieu of work that can be considered overtime.
8. The City shall distribute paychecks by 3:00 p.m. on pay day, barring any unusual circumstances, the City will notify the Union prior to scheduling overtime whenever possible.
9. Except in exigent circumstances, the City agrees to pay for overtime within two (2) weeks.
10. All changes in overtime pursuant to this AGREEMENT shall be effective with the pay period following the date of execution hereto.
11. Any employee working from 3:00 p.m. to 7:00 a.m. will receive a shift differential of \$.30 per hour.

ARTICLE XXV

VOLUNTARY POLITICAL CONTRIBUTIONS

Should any legislation become effective during the life of this AGREEMENT allowing the City to deduct voluntary political contributions from an employee's salary, the City and the Union will meet negotiate an explicit Article, to the extent such legislation provides.

ARTICLE XXVI

OUT-OF-TITLE AND TEMPORARY APPOINTMENTS

- A. temporary appointment: If an employee is assigned to fill and open position in an acting capacity pending a Civil Service examination, said employee shall serve a probationary period of thirty (30) days. At the conclusion of the thirty (30) day period, the employee shall receive either an increase of five percent (5%) of the minimum of the title to which s/he is being assigned, or the minimum pay of the title to which s/he is being assigned, whichever is greater. The City shall call for an examination within the thirty (30) day period. In the event the employee is returned to his/her previous title, s/he shall revert to the original salary.
- B. Out-Of-Title-Work: Where an employee is assigned to perform the duties of a higher classified position for a period of short duration, that employee shall be considered in an "out-of-title" capacity, and shall receive an additional five (\$5.00) dollars for each full day of such "out-of-title" service.

ARTICLE XXVII

LEAVE OF ABSENCE

- A. The City, in its sole and exclusive discretion, may grant the privilege of an unpaid Leave of Absence for good cause to a permanent employee for a period not to exceed six (6) month at any one time, provided that the employee has been employed by the City on a continuous basis for at least two (2) years. An employee who desires a Leave of Absence must submit a written request to his/her supervisor at least one (1) month prior to the beginning if the requested leave, setting forth:
 - 1) the reason for the Leave of Absence, and
 - 2) the reason for the length of the time requested
- A. Leave of Absence shall not be granted in order for an employee to work at another job. In the event an employee on Leave of Absence is found to be working at another job the approval for the Leave of Absence shall be immediately revoked and the employee shall be subject to disciplinary action, up to and including discharge.
- B. Such Leaves of Absence may be renewed for good cause for an additional period, not to exceed six (6) months upon the employee's written request, only by formal recommendation of the Division Head and approval of the appointing authority, in the sole and exclusive discretion of the City.

ARTICLE XXVIII

RETIREMENT AND TERMINAL LEAVE PART A

- A. Employees shall retain all pension rights under the Ordinances of the City of Jersey City and the laws of the State of New Jersey.
- B. Members of the bargaining unit who retire shall receive a mandatory lump sum cash payment in lieu of time for unused Vacation Time, unused Sick Time and unused Personal Time, in accordance with the conditions set forth below:
 - 1. Beginning on the date of execution of this Agreement, Sick Leave payment shall be calculated at eighty (80%) percent of all unused Sick Leave.
 - 2. In the event an employee suffers a bona fide long -term illness and has attained ten (10) years of service in the employ of the City prior to incurring such illness, s/he may apply to the Review Committee to restore up to thirty (30) days of Sick Leave thereby, if the illness takes place within the two (2) years immediately prior to retirement. The Committee shall consist of one (1) representative of the Union and one (1) representative of the City. The Committee shall consider the length and merit of service in reaching a decision. If the Committee Members cannot agree, an arbitrator will be selected pursuant to the contractual grievance procedure set for herein, and the arbitrator;s shall be binding.
- C. In the event an employee eligible for retirement dies prior to such, retirement, Terminal Leave Benefits as set forth shall be paid to the estate of the employee.
- D. In the event of death, all unused Sick Time, for the year of death only, shall be prorated, inclusive though the month of death, and shall be paid to the estate for an employee not eligible for retirement.
- E. All Vacation Time not granted an employee shall be paid to the estate in the event of his/her death, to include Vacation Time for the year of his/her death, to include Vacation Time for the year of his/her death.

ARTICLE XXVIII

ARTICLE XXVIII - RETIREMENT AND TERMINAL LEAVE - NEW HIRES PART E

Notwithstanding anything contained in the Agreement to the contrary, the following Retirement and Terminal Leave Article shall apply to all those hired by the City into this bargaining unit after January 1, 1993, provided that any employee demoted or transferred for other City bargaining units after January 1, 1993 who at the time of such demotion or transfer was in the employ of the City in another bargaining unit shall suffer no loss in the level of the benefits enjoyed by him/her and paid by the City prior to becoming a member of this bargaining unit.

Retirement and Terminal Leave for new hires employed after January 1, 1993 shall be as provided in Article XXVIII, Part A, except Paragraph B.1 is amended to read as follows:

B.1 - Sick Leave Payment shall be calculated at eighty (80%) percent of all unused Sick Leave, up to a maximum of thirty (30) Sick Days.

In all other respects, the terms and conditions of Retirement and Terminal Leave for incumbent employees shall apply to employees hired into this unit after January 1, 1993.

ARTICLE XXIX

DURATION OF AGREEMENT

This AGREEMENT shall become effective January 1, 1991 and shall terminate on June 30, 1993. It may be extended by the written mutual agreement of both parties.

INTERNATIONAL UNION OF
OPERATING ENGINEERS
LOCAL 68-68A, AFL-CIO

CITY OF JERSEY CITY
HUDSON COUNTY
NEW JERSEY

BY: James J. DiCarlo

BUSINESS MANAGER

John A. Cicali

BUSINESS ADMINISTRATOR

James S. Foy
PRESIDENT

Robert Masters
BUSINESS REPRESENTATIVE

James O'neal
DIR. LABOR RELATIONS

Pat Byrne
CITY CLERK

DATE: May 21, 1991